

**MASTER
MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF RIVERSIDE

AND

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

LOCAL # 47

SUPERVISORY UNIT**

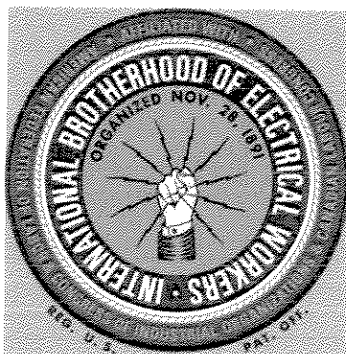


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**MASTER MEMORANDUM OF UNDERSTANDING
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PREAMBLE

This Memorandum of Understanding ("MOU") is entered into with reference to the following facts:

- A. Representatives of management for the City of Riverside (hereafter "City") and representatives of the International Brotherhood of Electrical Workers, Local # 47 (hereafter "Union") have met on a number of occasions and have conferred in good faith exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee-members represented by the Union in the Supervisory Unit.
- B. The management representatives and the representatives of the Union have reached an understanding as to certain recommendations to be made to the City Council for the City of Riverside and have agreed that the parties hereto will jointly urge said Council to adopt one or more resolutions which will provide for the changes in wages, hours, fringe benefits and other terms and conditions of employment contained in these joint recommendations.
- C. This MOU incorporates, contains and represents all of the terms and conditions agreed upon by both parties as of the date this agreement is ratified. Any previous agreements/practices which are contrary to the language in this MOU shall be null and void.

THEREFORE, the representatives of the City and the Union agree as follows:

The parties hereto have jointly recommended to the City Council of the City of Riverside that one or more salary resolutions be adopted effectuating the following changes in salaries, fringe benefits and other terms of employment for the employee members in the Supervisory unit (Electric Operations Section, Water Operations Section, Transmission & Distribution Construction and Maintenance Section, Power Generation Section, Water Maintenance and Construction Section) represented by the Union.

ARTICLE 1 SALARIES

(1) Salaries

Effective as of the payroll periods hereinafter set forth, the salary ranges for the indicated classifications of the employees in the Supervisory unit represented by the Union shall be increased to the nearest salary range in the City's salary rate schedule reflecting the following increases:

1.1.1 General Increase

- (1) Four percent (4%) effective the first pay period of October 2006.
- (2) Three and one-half percent (3.5%) effective the first payroll period of October 1, 2007.
- (3) Two and one-half percent (2.5%) effective the first payroll period of October 2008.
- (4) Two percent (2%) effective the first payroll period of October 2009.

1.1.2 Effective the payroll period following ratification the City's Classification and Compensation study shall be deemed fully implemented by implementation of the adjustments for water and electric employees pursuant to attachment "A" hereto.

1.1.3 The Union may reopen this Agreement on the subject of salaries after September 30, 2008.

1.2 Group Health Insurance Programs

1.2.1 Medical Benefits

(a) 2006. During the period December 1, 2006 to November 30, 2007, the City will contribute the following amounts toward payment of premiums for eligible unit members:

Employee Only – fully paid by City
Employee + 1 - \$650.00
Employee + Family - \$870.00

(b) 2007-9: Effective December 1, 2007, 2008 and 2009, the City will contribute up to the following amounts toward the payment of premiums for eligible unit members:

Amount per Month

12/1/07 12/1/08 12/1/09

Employee only – the amount paid by the City as of November 30, 2007, will be increased by \$10 on December 1, 2007, 2008 and 2009.

Employee + 1	\$675.00	\$700.00	\$725.00
Employee + Family	\$910.00	\$950.00	\$990.00

- (1) The Union may at its option reallocate these increases in year two of this MOU as long as this results in no additional cost to the City.
- (2) An employee who provides proof of medical insurance coverage elsewhere and who declines City medical insurance coverage will receive annually for each such year of declination an annual payment of \$2,100 payable the following November.
- (3) The Union may reopen this agreement on the subject of medical benefits, medical opt-out and/or dental coverage after September 30, 2008.
- (4) If a declination of coverage by one City employee results in coverage being provided by another City employee then, in that event, 80% of the savings, if any, will be paid to the employee the following November; if there are no savings, there will be no payment. Paragraph (2) above does not apply to such situation.
- (5) Nothing herein deprives the City of the right to add, change, delete or modify medical carriers, providing the City consults with the Insurance Advisory Committee.

1.2.2 Dental Insurance: During the term of this Agreement the City shall make the following maximum contributions, if needed, for eligible unit members and their qualified dependents, if any, toward the payment of premiums on a group dental insurance plan:

- (1) Effective December 2004, dental contribution is increased by \$10.00 to \$45.00 per month, except for those pay periods not subject to dental insurance deductions.
- (2) Effective December 2005, dental contribution will be increased by \$10.00 to \$55.00 per month, except for those pay periods not subject to dental insurance deductions.

1.2.3 Life Insurance: The City will provide a term life insurance policy in the amount of two times the employee's annual salary plus \$1,000;

nothing herein shall alter the legal interest, if any, vested in employees under the previous paid-up life insurance policy, including AD&D. Employees may purchase additional insurance coverage at their own expense subject to carrier requirements.

- 1.2.4 Disability Insurance: The City shall make available a long term disability plan which may be paid through a deduction to the City's deferred compensation plan or through authorized payroll deductions.

1.3 Shift Differential

- 1.3.1 Effective the first payroll period following Council Approval, the following hourly shift differential shall apply to bargaining unit employees regularly scheduled to work swing shift and/or regularly scheduled to work graveyard shift:

Swing Shift
\$1.65

Graveyard Shift
\$2.00

An employee who works 75% or more of a scheduled shift between 3:00 PM and 11:59 PM will receive swing shift differential for the entire shift. An employee who works 75% or more of a scheduled shift between 11:00 PM and 6:59 AM will receive graveyard shift differential for the entire shift.

- 1.3.2 Saturday swing shift differential shall be paid between the hours of 0700-2300. Sunday graveyard differential shall be paid between the hours of 2300 Saturday to 0700 on Monday.
- 1.3.3 Overtime compensation shall be based upon the shift differential, if any, applicable during the overtime hours actually worked; except that the shift differential shall be excluded from the regular rate of pay for purposes of working and computing overtime at the double-time rate.

1.4 Retirement Contributions

- 1.4.1 The City shall pick up each affected employee's standard contribution to the Public Employees' Retirement System (hereafter "PERS") not to exceed eight percent (8%) of the affected employee's Compensation reported to PERS. Said City paid PERS contribution shall be credited to the employee's account with PERS.

Under no circumstances shall the City's paid contribution of the employee's standard contribution exceed eight percent (8%) of the affected employee's compensation reported to PERS.

The above City paid PERS contribution shall not be considered as base salary but shall be considered employer contributions pursuant to section 414(h)(2) of the Internal Revenue Code.

1.5 Retirement System

- 1.5.1 Effective January 1, 1983, the City shall adopt the one year highest compensation benefit for bargaining unit employees (Government code Section 20024.2).
- 1.5.2 Effective January 1, 1984, the City shall implement the three percent (3%) Cost of Living Adjustment (hereafter "COLA") for bargaining unit retirees.
- 1.5.3 Effective July 1, 1988, the City will request PERS to amend its contract with the City to provide employees covered by this Agreement the surviving spouse option under Government Code Section 21548.
- 1.5.4 The City will maintain the two point seven percent (2.7%) at 55 PERS retirement benefit for the bargaining unit.
- 1.5.5 Military Buy Back, or other PERS options available, to be provided for employees' who meet qualifications for such benefits.

1.6 Temporary Upgrade

Employees who are authorized and temporarily assigned by the Department Head or his/her designee to assume the duties of a higher level position shall receive a temporary five percent (5%) increase after a total of three (3) hours in an eight-hour shift in the higher class retroactive to the first hour for those hours worked in the higher classification. An employee will not be moved to reset the clock.

- 1.6.1 First preference for upgrade shall be the senior qualified supervisor.
- 1.6.2 For purposes of this section, "senior" means the employee employed by the City for the longest continuous period in the classification from which the upgrade is made. Employees who have the same seniority date in classification with the City, and therefore tied for upgrade purposes, would have the tie broken by first, the time within the section, next within the division, next, the time within the department, and, if still tied, time with the City. However, an employee to be temporarily assigned to a higher position must have been employed in the position immediately below the upgrade position for at least one (1) year. If all employees have less than 12 months, Employee with the most time will receive the upgrade.

In cases of emergency call-out the first available supervisor may be used for the duration of the emergency; such supervisor may be superceded if he has been employed as a supervisor less than six (6) months by a supervisor employed in the position immediately below the upgrade position for at least six (6) months.

- 1.6.3 For purposes of this section, "qualified" means that the employee being upgraded has the minimum capabilities for performing the duties of the classification being assigned.
- 1.6.4 In the event additional management positions are created during the term of this agreement, the Management/Union committee shall have the authority to determine whether or not such positions may be added for the purpose of upgrade without waiting for negotiations for a successor agreement.
- 1.6.5 Temporary upgrades which exceed 180 consecutive calendar days shall receive a temporary ten percent (10%) increase over the affected employee's base rate of pay beginning with the 181st day, provided, however, that the upgrade wage will not exceed the maximum rate of pay applicable to the upgrade position .
- 1.6.6 Seniority –Once seniority is earned in a classification, that seniority is never lost until the employee separates from the City. If an employee returns to a previously held position, the employee will be eligible for temporary upgrade only after serving 12 months in that position. Said employee may be eligible for upgrade after six (6) months at City's discretion.

1.7 Hours

The normal hours of work for employees covered by this agreement shall be as follows:

- 1.7.1 Energy Delivery Division: 7:00 a.m. to 3:30 p.m. with one-half (½) hour off for lunch near the midpoint of the shift.
- 1.7.2 Water Delivery Division: 6:30 a.m. to 3:00 p.m. with one-half hour off for lunch near the midpoint of the shift.
- 1.7.3 Power Generation: Power Generation personnel shall normally work 7:00 a.m. to 3:30 p.m. or rotate shifts as needed (to be determined by the City) using a combination of 7:00 a.m. to 3:30 p.m.; 9:00 a.m. to 5:30 p.m.; and 11:00 a.m. to 7:30 p.m., with 30 minute meal break near the mid-point of the shift. Shifts shall be assigned equitably. When days off are changed in order to operate the generating plants on Saturday and/or Sunday shifts shall be compensated using shift differential rates in accordance with Section 1.3. All shifts scheduled on a Saturday from 7:00 a.m. to 11:00 p.m. shall receive Swing Shift differential and shifts scheduled from 11:00 p.m. on Saturday through 7:00 a.m. on Monday receiving Graveyard Shift differential. For purposes other than operating the generating plants on Saturdays and Sundays, overtime shall be paid at the appropriate rate. When overtime rates are applicable, shift differential does not apply. At no time shall any bargaining unit employee be scheduled for regular

shifts during any standard workweek with less than two (2) consecutive days off, absent any overtime.

For the purpose of operating a base load or near base load generating facility that requires 24-hour day coverage, the following rotating shifts shall apply: 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m.; and 11:00 p.m. to 7:00 a.m. The meal breaks shall be included within the shift and should be taken as duties permit. The City is under no obligation to provide such meals or time for same. Shift differential and consecutive days off provisions discussed in the paragraph above shall apply.

The City shall prepare the work schedule for each individual Generation site. The shifts shall rotate among each classification at each Generation site independently. The regular monthly work schedule shall be made up and posted ten (10) days in advance of its effective date. Said posted schedule shall be presumptive notification of shift changes. The first shift after transfer from one eight hour working shift to another working shift which results in time off less than sixteen (16) hours between shifts without notification of such transfer at least 24 hours in advance of the starting time of the new shift will be paid at two (2) times the employee's regular hourly rate.

- 1.7.4 General Conditions: For Fair labor Standard Act purposes, the standard work week for supervisors shall be from 6:00 a.m. Monday through 5:59 a.m. the following Monday.

All hours worked in excess of full-time hours, except for a change in normal shifts assigned as a result of an emergency, will be paid at the appropriate overtime rate. In the event of an emergency change in the normal work hours, such change will be for a period not less than one week and not longer than the duration of the emergency.

The City reserves the right to change the normal hours of employment provided that it does not do so arbitrarily and provided that it first notifies the Union and gives the Union an opportunity, upon request, to meet and confer.

- 1.7.5 Notwithstanding provisions of 1.7.1, 1.7.2, 1.7.3 and 1.7.4 flexible work schedules may be provided to unit employees. The City's intent regarding the flexible work schedules is for use wherever feasible and to enable as many employees currently on flex schedules to remain on a flexible work schedule. Any existing schedules that need to be ended may only be ended based on operational needs of the department. Available schedules may include the 9/80, 4/10, 3/12, and traditional 5/8 scheduling options. Employees on flex schedules will accrue time in the same manner as 5/8 schedule (same number of hours per year). Time off will be charged based on the schedule worked (i.e., 10 hours of vacation

charged for each vacation day on a 4/10 schedule).

The availability of flexible schedules will be determined by the department head with the approval of the City Manager. Every effort shall be made to honor flexible work schedules for those employees currently on them. Any movement of employees to and from modified work weeks shall be done in accordance with City Policy II-4, "Hours of Work".

- (a) Alternative work schedules such as 4/10 or 9/80 need not provide for three (3) consecutive days off, subject to the following conditions:
 - (1) The City will first seek volunteers for days off other than Friday or Monday;
 - (2) Such volunteers may select available days off on the basis of seniority;
 - (3) Flexible work schedule shifts shall start between 6:00 am and 7:00 am.

1.8 Rest Period

In the event a bargaining unit employee is called back to work following the end of his regularly scheduled shift, and proceeds to work more than five consecutive overtime hours, said employee shall then be entitled to a nine-hour rest period without compensation upon completion of assignment. Regularly scheduled lunch periods are not to be considered a part of this rest period. In the event the nine-hour rest period extends into the employee's next regularly scheduled shift, the employee shall suffer no loss of pay thereby. As far as is practicable, employees who have earned a rest period as stipulated in this section should be relieved at the start of their regular shift in order to take such rest period.

Employees on planned overtime who works more than six (6) consecutive overtime hours shall be entitled to a nine (9) hour rest period.

In the event of an emergency, the City may recall an employee during said rest period, but upon conclusion of the emergency, the employee shall be entitled to resume such rest period except under the following circumstances:

Effective the first payroll period in July 1994, if the employee cannot be or is not relieved and has earned a rest period, hours worked into the regular shift shall be paid for at a straight time upon straight time rate. Each such hour so compensated shall be considered as an hour of rest period taken.

- 1.8.1 If an employee is called back to work during the rest period hours which coincide with his regularly scheduled shift in lieu of resting, he shall be compensated at two (2) times his regular rate of pay for

hours worked which overlap the rest period plus straight time for each rest period hour not taken during his regular shift; rest period hours so compensated shall be considered as rest period taken. Interruption of an employee's earned "Rest Period" is emergency call-out after being released from work

- 1.8.2 All emergency overtime hours worked outside an employee's regularly scheduled shift shall be paid at the applicable overtime rate regardless of their relationship to an earned rest period.

1.9 Provisions of Food for Employees Working Emergency Overtime

- 1.9.1 The City shall supply, at its expense, food for employees called out on emergency (unplanned) work basis at regular mealtimes and/or when such employees are required to work more than four (4) hours.

Generally food will be provided at other than the job sites; although, on occasion, when it is necessary in the opinion of the supervisor, food may be provided at the job site.

For meals off the job site, the employees will receive up to 48 minutes pay, exclusive of travel time, at the applicable rate plus \$18 for each meal actually taken. For each such meal earned the crew, as a whole, may elect to forego the meal and receive in-lieu pay of one hour at the applicable rate. For purposes of this section and 1.9.2 below, the \$18 does not apply to in-lieu meals.

- 1.9.2 The first meal shall be provided after four (4) hours. The next meal shall be provided at five (5) hour intervals measured from the start of the first meal to the start of the next meal. An employee who has earned a meal at the end of the overtime assignment but chooses to go home instead of eating the meal shall be paid one hour's pay at two (2) times his regular hourly rate. No crew shall be denied a meal on request after working six (6) consecutive overtime hours.

- 1.9.3 Food will also be provided, irrespective of the hours worked, to employees who are called back on an emergency basis within ninety (90) minutes after the regularly scheduled quitting time, or, if required to work on an emergency basis, more than two (2) hours beyond the regularly scheduled working shift. Employees called back to work on an emergency prior to the normal starting time will be provided food at the beginning of the normal shift. Employees will be provided food at the regular lunch period and at subsequent five-hour intervals following a pre-shift emergency call out.

The meal provisions for pre-shift emergency call outs do not apply to employees called out thirty (30) minutes or less prior to the start of shift.

The City will not provide a meal for employees required to work overtime on a planned or scheduled basis, although time off for meals will be allowed at regular meal hours; provided, however, that if the planned overtime assignment lasts six (6) hours or more beyond the last regularly scheduled meal break, the City will provide a meal when the situation permits. Such meal will be eaten off the clock (i.e., on the employee's own time; the in-lieu provisions shall not apply to such meal); provided, however, that if the planned overtime extends another five (5) hours so that a second meal is earned the employee under appropriate circumstances will be eligible for the in-lieu provisions of paragraph 1.9.2.

1.10 Overtime

The following provisions shall apply to overtime compensation:

- 1.10.1 Two (2) times the employee's regular rate of pay.
- 1.10.2 Overtime is defined as assigned and authorized hours actually worked in excess of employee's normally assigned work shift and/or forty (40) hours on any one workweek; compensation may be in cash or compensatory time off subject to the provisions of Section 1.11.
- 1.10.3 The City reserves the right, after consultation with the Union, to implement appropriate adjustments in order to conform to the Fair Labor Standards Act. As soon as practicable following the date of this agreement, the City shall cause necessary changes to be made in its payroll system so that payment for overtime during a pay period can be paid on the payday following the closing of the pay period.
- 1.10.4 The City will give twenty-four (24) hours (1 calendar day) notice of planned overtime. For purposes of the planned Evergreen list, notice (whether directly or by utilizing the planned Evergreen List) to one member of a crew needed for planned overtime constitutes notice to all members of the crew which ultimately fulfills the overtime assignment provided management makes continuous and reasonable efforts to contact the balance of the crew.
- 1.10.5 Overtime shall be divided as equally as practicable among those qualified and available for work in each classification using the Evergreen Lists as defined in Section 1.10.9 and call out procedures for emergency overtime as defined in Section 1.10.10 and planned overtime procedures as defined in Section 1.10.11. Overtime record (Evergreen List) will be maintained and posted monthly on the division bulletin boards. For the limited purpose of estimating equitable overtime distribution, an employee who refuses an overtime assignment will be charged with the number of overtime hours the crew worked.

- 1.10.6 Bargaining unit employees recognize the obligation to maintain electrical and water service to the residents, homes, and businesses of the City of Riverside. Because continuity in such services is so vital, all bargaining unit employees agree that they are expected to work, if necessary, beyond regularly scheduled working hours to provide electric and water service and when contacted, agree to report to work in such emergencies.
- 1.10.7 Employees who have appointments that might conflict with an overtime assignment should notify their immediate supervisor of such a possible conflict at the beginning of their regular work shift. Should the crew be notified it will be required for overtime, the Supervisor should make immediate arrangements to have such employees released at their normal end of shift.
- 1.10.8 If a crew is held over to work an assignment on overtime, employees who do not wish to work and have not complied with guideline number 1.10.7 (above) shall remain with the crew until management personnel bring appropriate replacement workers to the job site. At that time, those employees not desiring to work overtime will be transported to their normal reporting location and released from duty.
- 1.10.9 Evergreen Lists
- (a) There shall be two Evergreen Lists, one for emergency overtime and one for planned overtime.
 - (b) The Evergreen Lists shall indicate each employee's cumulative total of overtime hours compensated or refused for the current calendar year for each appropriate list.
 - (c) Both Evergreen Lists shall be updated and posted on the division bulletin board monthly within five working days after the last complete pay period of the month. The cumulative total of overtime hours compensated or refused for the current calendar year shall be determined as of the last complete pay period in the preceding month.
 - (d) The cumulative total of overtime hours compensated or refused in the previous calendar year shall be used for both Evergreen lists posted in January. The cumulative total of overtime hours compensated or refused shall be determined as of the last complete pay period in December.
 - (e) A new employee shall be placed on each of the Evergreen Lists with an average of the Evergreen List totals of all the other employees in the same classification. The average shall

be determined by adding the Evergreen List totals for all the other employees in the classification and dividing by the total number of other employees in the classification.

- (f) In the event two or more employees in the same classification have the same Evergreen List total, the tied employees shall remain in the same order as in the prior list. In the event two or more employees in the same classification have a zero Evergreen List total, the employees tied at zero shall be listed in the same order that existed in the January Evergreen List.
- (g) In the event of an error in the Evergreen List, the error shall be corrected within one working day after it is identified. A corrected Evergreen List shall be posted by the end of the next working day.
- (h) Call outs shall be made from the posted emergency evergreen List regardless of the errors.
- (i) Employees on authorized leave of absence for the regularly scheduled shift before or after an overtime call shall not be charged for overtime refusal.
- (j) Employees on limited duty due to industrial injury or illness shall not be called for overtime or charged for overtime refusal.
- (k) Employees shall be automatically removed if on sick leave over three days, light duty or vacation unless employee opts in.
- (l) Employees not called for overtime through the error of a non-management employee shall not be subject to compensation for the error or adjustment to the evergreen list.
- (m) Employees not called for overtime through the error of a management employee shall be compensated for the error at the appropriate rate. This compensation cannot be taken as compensatory leave. Meals missed will not be compensated for.
- (n) Employees must indicate availability if standby weekend.
- (o) Employees who opt out on first callout will do so without any negative repercussions.
- (p) City will change vacation request form to indicate opting in while on vacation. City will continue to use the emergency Evergreen List to call out crews even when employees are on

standby.

- (q) It will be the responsibility of the Utility Dispatch Supervisor to maintain the opt in/vacation list accurately.

1.10.10 Emergency Call Out Procedure

- (1) Each division shall establish an appropriate emergency call out procedure. A copy of the call out procedure shall be posted on the division bulletin board with the emergency Evergreen List.
- (2) The division call out procedure shall be posted ten (10) working days prior to its effective date. Posting of the division call out procedure shall be presumptive notice of call out procedure changes.

1.10.11 Planned Overtime Procedure

- (1) Each division shall establish an appropriate planned overtime procedure. A copy of the planned overtime procedure shall be posted on the division bulletin board with the planned Evergreen List.
- (2) The division planned overtime procedure shall be posted (10) working days prior to its effective date. Posting of the division planned overtime procedure shall be presumptive notice of planned overtime procedure changes.
- (3) The supervisor(s) regularly assigned to the job will be given first opportunity for the planned overtime assignment.
- (4) If less than a full crew is required for a planned overtime assignment, personnel working the assignment regularly assigned to the crew shall be selected from the planned Evergreen List with the "low man" of the appropriate classification given the first opportunity.
- (5) Supplemental or replacement personnel required for a planned overtime assignment shall be selected from the planned Evergreen List with the "low man" of the appropriate classification given the first opportunity.
- (6) Regularly assigned refers to the personnel listed on the crew list for that crew at the time of the planned overtime assignment.
- (7) The crew list shall be posted on the division bulletin board on the last working day of the week for the following week.

1.10.12 Utilities Electric Service Crew Supervisors

The IBEW Supervisory Unit agrees that Electric Service Crew Supervisors who are upgraded to Utilities Electric Supervisors for more than one full work week shall be placed on both the Evergreen Lists for the Utilities Electric Supervisor. All overtime hours worked, regardless of the classification in which they were earned, will be added to compute positions on the respective appropriate Evergreen Lists.

1.11 Compensatory Time

Subject to 1.11.1 and 1.11.2, each permanent full time employee may receive compensatory time for overtime worked in lieu of cash payment. The employee shall have the discretion of accumulating compensatory time to a maximum of sixty-four (64) normal working hours at any point in time. Compensatory time shall be calculated by multiplying the number of overtime hours worked by two (2) times the regular hourly rate. Employees can cash out their compensatory time only once per calendar year.

1.11.1 Planned overtime will be compensated for only in cash; compensatory time cannot be earned for working planned overtime.

1.11.2 Scheduling of compensatory time requires prior management approval and must be preceded by a ten (10) day notice of intended use from the employee. Management may waive the ten (10) day notice in cases of emergency. Compensatory time off may be taken only in eight (8) or nine (9) hour increments, based on employees scheduled work day; except, subject to management approval, up to three (3) hours may be used to augment earned rest period. The ten (10) day notice requirement shall not apply to attendance at funerals; the employee will notify management as soon as the need to be absent for a funeral is known.

1.12 Stand-by Time

Stand-by time is that period of time other than the employee's regularly scheduled working hours, when an employee at the direction of the department head is on standby duty, is required to remain in the immediate area and is available to receive and respond to calls for emergency service. The request for stand-by will be posted for sign-up on the morning 72 hours, or as soon as practical, prior to the start of stand-by. An employee on stand-by shall be compensated at the rate of four (4) hours of regular hourly pay for each continuous twenty-four hours on stand-by. An employee on stand-by from the end of a regularly scheduled daily work shift to the beginning of the next day's regularly scheduled work shift shall receive compensation equivalent to two (2) hours of regular hourly pay.

Effective January 1, 2007, the City will institute a standby period for weekends, beginning end of shift of the workday prior to the weekend or Holiday and

ending at the beginning of shift on Mondays or the first normal workday after the weekend of Holiday. (Ex: If Friday is a Holiday, the Standby period will begin end of shift Thursday.) If Monday is a holiday, the standby period will extend until beginning of shift on Tuesday. Employees may volunteer and sign up for standby duty. Standby will consist of one three-member electric crew and one five-member water crew. There shall be only one standby list for an entire weekend, as defined above. If the number of volunteers is insufficient to fill both crews, the remaining positions shall be assigned mandatorily by the City. The bases for mandatory assignment shall be worked out by a committee with equal representation by the City and Union. The standby list shall be incorporated into the Evergreen list. The City shall go through the emergency Evergreen list only once for the number of crews needed at that point. If a subsequent need arises for additional crews in the same weekend, the City will go through the emergency Evergreen list once more.

1.13 Minimum Call-Out

The City will pay for at least two (2) hours at the appropriate rate for employees called back to work after completing their regular shift except as follows:

- 1.13.1 Minimum call-out pay for employees called into work sixty (60) minutes or less prior to the start of shift shall be on (1) hours' pay at the appropriate rate; and

1.14 Retiree Medical. The City shall provide a one-time payment of \$1000 per unit member to establish eligibility for the IBEW Retiree Health Fund for all members of the Supervisory Unit.

- 1.14.1 The City shall contribute \$50 per month per active employee to the Retiree Medical Trust Fund starting in October 2006. The Union may reopen this Agreement on the subject of retiree medical contributions after September 30, 2008.

- 1.14.2 IBEW Local #47 has established a Retiree Medical Trust (TRUST). The purpose of the trust shall be to help pay premiums for health insurance for employees who retire from bargaining unit classifications on or after October 1, 2006. The trust is the successor to the IBEW Local #47/City of Riverside Health Insurance Premium Contribution Fund (FUND) for retirees.

- 1.14.3 The City may review all trust documents. The trust has obtained Federal IRS status. Once the IRS has approved the trust, the City shall transfer all monies in the Fund to the Trust.

- 1.14.4 The trust shall determine all criteria for retiree medical benefits. The trust shall advise the City of eligibility rules and benefit levels.

- (a) Benefit levels and eligibility criteria shall be amended by the trustees of the trust. The City shall be informed of

changes to benefit levels.

- (b) Until the new benefit levels and eligibility criteria are established the following provisions apply:

In order to be eligible, an employee must retire on or after October 1, 2006 and must meet the eligibility requirements established by the Trust.

It is contemplated that retirees who are temporarily disqualified may regain eligibility. In such event, if during the period of ineligibility they did not maintain coverage in a City sponsored health program at their own expense, they may apply for readmission to a City sponsored health insurance program for retirees. Neither the Union nor the city is a guarantor of readmission or admission to a City sponsored health plan or to any other health insurance plan.

Any current employee who retires relying in whole or in part upon the availability of this benefit is not entitled to a continuation of the benefit beyond the funded amount. The continued funding of this benefit is subject to the negotiation process and may be terminated through negotiations. In such event, the retiree will have no further right or entitlement to a continuation of this benefit.

This section titled "Retiree Medical" is subject to the savings and separability language of this Memorandum of Understanding and it is understood and agreed that the voiding of one of more components of this program will not automatically void the remaining components of the program.

- 1.14.5 The City's obligation is limited to contributions; it is not a guarantee of coverage. The City reserves the right to provide alternate medical plans and carriers.
- 1.14.6 Retirees may elect to stay in a City provided health plan, so long as the City offers group medical plans for its active employees. The City shall not be responsible for paying any of the premium costs or any other expenses for retirees electing to stay in a City plan.

The spouse of a retiree for whom the City is making contributions may elect, upon the death of the retiree, to continue in the same plan for up to five (5) years at his/her own expense; subject to the contingency that such coverage may not be available for all or a portion of the five (5) years.

- 1.14.7 The City may, at its own expense, review or audit the financial

statements of the trust. The City may offer comments or suggestions, but such comments or suggestions shall not be binding on the trustees and shall not be subjects of bargaining.

- 1.14.8 Funds contributed on behalf of City of Riverside employees shall be used only for the benefit of City of Riverside retirees and related administrative costs. No funds contributed on behalf of City of Riverside employees shall be used to benefit retirees from any other agency or entity.

1.15 Retiree Health Savings

The City and Union will explore options for using existing cash outs to provide tax advantaged means of paying for retiree medical costs and may, by mutual agreement, implement or modify such a program without reopening the entire agreement.

ARTICLE 2 HOLIDAYS

2.1 Holidays

Authorized holidays are as follows:

January 1 st	New Year's Day, except as provided below
Third Monday in January	Martin Luther King's Day
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
July 4 th	Independence Day, except as provided below
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11 th	Veterans' Day, except as provided below
Fourth Thursday in November	Thanksgiving Day
	The day following Thanksgiving Day
December 25 th	Christmas Day, except as provided below

- 2.2 Every other day not authorized above appointed by the City Council for a public fast, Thanksgiving or holiday.
- 2.3 The provisions of state law making every day on which an election is held throughout the state a state holiday shall not apply nor create a City holiday.
- 2.4 If an authorized holiday falls on a Sunday, the following Monday shall be treated as the holiday. If an authorized holiday falls on a Saturday, the preceding Friday shall be treated as the holiday.

- 2.5 Except as provided in 2.7 below, and subject to the eligibility language herein, all permanent, full-time employees shall be allowed leave of absence with pay for every authorized holiday. Temporary, seasonal and less than half-time employees are not eligible for paid holidays. Persons regularly employed between 20-29 hours per week are eligible for holiday pay at one-half the regular rate. Persons regularly employed between 30-39 hours per week are eligible for holiday pay at three-fourths the regular rate. In order to be eligible for holiday pay, an employee must be either at work or on paid leave of absence on the regularly scheduled work day immediately preceding the holiday or day observed in lieu of the holiday and the regularly scheduled work day immediately following the holiday or day observed in lieu of the holiday. No employee who is on suspension or unpaid leave of absence on either the regularly scheduled work day immediately preceding or immediately following the holiday or day observed in lieu of the holiday shall receive compensation for said holiday or day observed in lieu of the holiday.
- 2.6 If a holiday falls on an employee's regular day off, said employee shall receive one day's additional regular compensation or the employee may request in lieu of the holiday straight time off with the approval of the department head. Employees on "flex time" schedules whose "flex day" falls on a holiday may elect to receive regular straight time pay or to bank compensatory time at their straight time rate.
- 2.7 An employee whose regular shift assignment falls on a scheduled holiday and who is required to work on that day shall be paid at the rate of two (2) times his regular hourly rate plus straight time pay for the holiday. The compensatory time off option is not available.

ARTICLE 3 VACATION

- 3.1 Full time permanent employees are eligible to accrue vacation pursuant to the following schedule:

<u>Continuous Years of Service</u>	<u>Vacation Hours Earned</u>
0-9	128
10+	168

- 3.2 Bargaining Unit employees who have been in the continuous employ of the city for six (6) full months shall receive annual working day vacation calculated on the following basis:
- 3.2.1 During each of the first nine (9) years of continuous employment, 128 hours of vacation per year accumulated as follows: 10.6 hours per month; provided, however, the rate for the last month of each quarter shall be 10.8 hours.
- 3.2.2 During each of the following years of continuous employment after completion of the first nine (9) years, 168 hours of vacation per year accumulated at the rate of 14.0 hours per month; provided, however, the rate for the last month of each quarter shall be 14.0 hours.

- 3.2.4 Employees in the continuous employ of the City for six (6) full months (other than temporary and seasonal employees) regularly employed between 20-29 hours per week, earn vacation at one-half the regular rate; those regularly employed between 30-39 hours per week earn vacation at three-fourths the regular rate.
- 3.3 Vacation shall be scheduled and approved by the department head. Employees may be permitted to take earned vacation leave within the same calendar year in which it is earned with the approval of the department head. No paid vacation leave shall be allowed except earned vacation leave. If on January 1, of each year, an employee has in excess of two years' accumulation, it will be mandatory that the department head schedule that employee on vacation so that the vacation balance held by the employee will be reduced to no more than two years' accumulation by March 1 of that year.
- 3.4 An employee who earns four weeks vacation per year may, once each calendar year, contribute the cash equivalent of one week's vacation pay into that employee's retiree medical account or to deferred compensation, but only if after the contribution the employee will still have two weeks accrued vacation available

ARTICLE 4 SICK LEAVE

- 4.1 Permanent full-time employees continuously employed by the City for one hundred eighty (180) days accumulate eight (8) hours of sick leave credit for each full month of employment or major portion thereof; provided, however, all employees who regularly work other than eight or ten hours per work day shall receive one working day credit for each full month of employment or major portion thereof, which work day for the purposes of this subsection shall be as determined by said employee's department head as approved by the City Manager. Such leave credit may be accumulated without limitation. Sick leave with pay shall be used at the rate of one-tenth of an hour for each one-tenth hour of the regular work day not at work regardless of the rate of accumulation.
- 4.2 Sick leave shall be allowed only for actual illness or injury not arising out of and in the course of employment. If sick leave on account of illness or injury exceeds three (3) working days, the employee, prior to return to work, shall submit a statement of such disability from a physician, surgeon or other person practicing a recognized healing art certificated by the State, the statement shall certify that the employee's physical condition prevented the employee from performing the duties of said employee's position during the period of absence. All sick leave shall be approved by the department head. Persons regularly employed between 20-29 hours per week accrue sick leave benefits at one-half the regular rate. Persons regularly, employed between 30-39 hours per week accrue sick leave benefits at three-fourths the regular rate. Notwithstanding the above, the City may require verification of sick leave use whenever it has reason to believe there is misuse, abuse or a pattern of abuse.
- 4.3 Except as hereinafter provided, upon retirement or disability retirement pursuant

to City ordinance, or under the Public Safety or State Employees' Retirement System or pursuant to the provisions of any applicable agreement between the City and a state retirement system, or upon death, accumulated and unused sick leave credit shall be paid on the following basis:

- 4.3.1 Employees employed for a continuous period of five (5) years or more, but less than ten (10) years, immediately preceding said retirement or disability retirement shall receive payment comparable to twenty-five percent (25%) of accumulated and unused sick leave; upon the death of such person so employed for said continuous period immediately preceding said employee's death the estate of beneficiary of the deceased shall receive said payment.
- 4.3.2 Employees employed for a continuous period of ten (10) years or more immediately preceding said retirement or disability retirement shall receive payment comparable to fifty percent (50%) of accumulated and unused sick leave; upon the death of such person so employed for said continuous period immediately preceding his death, the estate or beneficiary of the deceased shall receive said payment.
- 4.3.3 For employees hired after 11-22-77, sick leave payoff will be based on the average of highest three (3) years' regular earnings, upon regular retirement, disability retirement or death, consistent with the above sick leave payoff provisions.
- 4.3.4 The provisions of this section apply to illness or disability arising out of or in the course of pregnancy to the same extent as to illness or disability arising out of any other cause.

4.4 Family Sick Leave

Accumulated sick leave days may be used for qualifying family illness as follows: Sick leave for family illnesses will be allowed only for the sickness of the spouse of, or the children of, or mother or father of, the employee living within the same household. In the case of joint custody of a child, illness of the child occurring at the other custodial parent's house may also qualify. All family sick leave shall be approved by the department head and a statement establishing the need for sick leave from a physician, surgeon, or other person practicing a recognized healing art certified by the State may be required as a condition of payment while on such leave.

ARTICLE 5 INDUSTRIAL ACCIDENT LEAVE

- 5.1 Bargaining unit employees, while incapacitated on account of injury or illness arising out of or in the course of employment, shall receive in lieu of any other compensation provided by the City a sum which when added to the account of temporary disability compensation available under the Workers' Compensation laws of the state, will result in a payment to such employee, equal to eighty (80%) of such employee's regular salary exclusive of shift differential, if any;

which sum shall commence with the first day of such absence and shall end with the termination of such temporary disability, or the reaching of a permanent and stationary condition, or the expiration of one year, whichever occurs first.

- 5.2 When the absence was less than one year in duration and the illness thereafter recurs or further treatment is necessitated in connection with the same injury, the City Manager may grant additional leave of absence on account of such illness or injury under benefits as herein above provided, for the original injury or illnesses, and all subsequent recurrences or treatments provided, however, that this section shall not apply to any claim denied by the Workers' Compensation Appeals Board. A finding by the city-appointed physician that an injured employee may return to work or the disability is permanent shall be final and shall terminate all right to payments under this section.
- 5.3 The benefits of this Article 5 apply only to employees who have successfully completed their probationary period and are classified as permanent.

ARTICLE 6. BEREAVEMENT LEAVE

Permanent full-time employees, regardless of period of service, may in the event of death of any relative of the first degree by blood or marriage or any relative with whom they reside under the same roof, or brother or sister, be allowed up to the equivalent of 40 working hours of bereavement leave without loss of salary. In the event of death of a relative of the second degree, who does not reside under the same roof, bereavement leave for one workday with no loss of salary may be granted as further defined in the table below. Persons regularly employed between 20-29 hours per week may be granted one-half of the applicable leave and persons regularly employed between 30-39 hours per week may be granted three-fourths of the applicable leave.

Relative	All Regular Employees (Unless excepted in another column)
Spouse	40 hours
Child	40 hours
Step-Child	40 hours
Parent	40 hours
Step-Parent	40 hours
Mother-in-law	40 hours
Father-in-law	40 hours
Grandchild	40 hours
Step-Grandchild	8 hours
Grandparent	8 hours
Grandparent-in-law	8 hours
Aunt	Not Covered
Uncle	Not Covered
Brother	40 hours
Sister	40 hours
Step-Sister	40 hours
Step-Brother	40 hours
Brother-in-law	*See below
Sister-in-law	*See below

*40 hours are provided for the death of an employee's brother-in-law or sister-in-law of the first degree which refers to the *employee's spouse's sibling*.

*One day is provided for the death of an employee's brother-in-law or sister-in-law of the second degree which refers to the *employee's sibling's spouse, OR the employee's spouse's sibling's spouse.*

ARTICLE 7 MILITARY LEAVE OF ABSENCE

Military leave shall be granted in accordance with the provisions of state law. Every employee entitled to receive the benefits of military leave shall give his department head the opportunity, within the limits of the law and military necessity, to determine when such leave shall be taken.

ARTICLE 8 JURY DUTY

- 8.1 All regular full-time employees and regular part-time employees (20 hours or more) summoned to serve on jury duty shall be considered to be on duty and there shall be no loss of compensation. Employees shall be required to report for work if such employee's normal or adjusted starting time is more than one hour prior to the required reporting time for jury duty.

Employees shall return to work immediately upon being released from jury duty unless the employee would arrive at the work site with less than one hour remaining on said employee's regular shift or adjusted work schedule. Exceptions shall be made in accordance with the policy and with the specific approval of the department head. All employees shall obtain verification of the hours of jury duty performed using verification forms as may be supplied by the court. No employee may serve more than once in a twelve (12) month period for the same court and be compensated pursuant to the provisions of this section.

- 8.1.1 Except as herein provided, employees shall remit to the City any compensation received for those days while on jury duty and shall receive regular pay for the time served. Employees shall be reimbursed by the City for the mileage portion of the jury duty compensation unless the employee is regularly assigned a City car or receives a car allowance. Jury duty performed on an employee's regular day off shall not be compensated by the city and the employee shall be entitled only to the jury's compensation for duty performed on such employee's regular day off. Employees assigned to jury duty on a holiday will be considered to have taken such a holiday and will receive regular holiday pay, but the employee shall be entitled to the jury compensation for duty performed on such holiday. Temporary employees shall be entitled to retain such employee's jury compensation since such employee shall not be paid for time not actually worked.

- 8.1.2 For those employees working graveyard and swing shift, or other shifts starting at an early and/or late hour (i.e., 5:00 a.m. or 9:00 p.m.) other than a Monday thru Friday schedule. Management shall reschedule the employee to a day shift with a start time ranging between 7:00 a.m. to 9:00 a.m. Monday thru Friday. This temporary reassignment shall be only for the duration of the jury duty. Reassignment of duties may also be made so that the employee may

have more productive time prior to, and following release from, jury duty.

- 8.2 Unit members shall be provided paid leave when subpoenaed to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. Written request for such leave, along with a copy of the subpoena, must be submitted at least five (5) working days before the scheduled absence.

ARTICLE 9 UNPAID LEAVE OF ABSENCE

- 9.1 An employee may be allowed a leave of absence without pay, by his department head, not to exceed 30 calendar days.
- 9.1.1 An employee, except temporary or seasonal employees, may be allowed a leave of absence without pay upon recommendation of the department head with the approval of the City Manager not to exceed ninety (90) days. Leave of absence beyond a ninety-calendar-day period must be approved by the City Council.
- 9.1.2 An employee on unpaid leave shall not be entitled to receive the benefits of vacation, holidays, sick leave or any portion of the City's contribution toward health, dental, life or disability insurance premiums. Also, the employee's anniversary date will be extended to equal the length of the leave of absence if the leave exceeds twenty (20) working days. The employee's seniority date with the City will not be affected.
- 9.1.3 The provisions of this section apply to leave of absence granted on account of pregnancy or maternity.

ARTICLE 10 UNION LEAVE

- 10.1 Effective October 1, 2006, up to 60 aggregate work hours per calendar year shall be available for authorized Union leave for such purposes as serving on the Executive Board, training, or other Union business. The Union will provide the City with the names of the individuals eligible to use such leave on January 1, April 1, July 1 and October 1 of each year.
- 10.2 The leave shall be with pay; however, the Union will reimburse the City for the cost of the employee's wages.
- 10.3 The City agrees to establish a Union Education and Training Fund equal to 16 hours per Steward per year to be utilized by the Union for education and training purposes. The amount of the fund shall not accumulate from year to year and if not utilized during the year will not roll over to the succeeding year. The Union shall determine the use of the fund and no single employee/member shall be able to utilize more than 80 hours per year from the fund. The fund may be used by the Union to train members and/or Stewards in the grievance procedure, administrative interviews, Skelly hearings and other matters as

determined by the Union.

ARTICLE 11 HOLIDAY LUNCHEONS

11.1 The City will grant IBEW members up to two (2) hours paid leave to attend an IBEW Holiday Luncheon contingent on the following:

- (a) Luncheon will be held in the month of December but not later than 18th day of the month.
- (b) Luncheon will be held within the City of Riverside.
- (c) A business agent of IBEW Local 47 must submit to the Public Utility Director a request for the luncheon no later than 30 days prior to the scheduled event. The request must include the date, and address and phone number of the location for the luncheon.
- (d) The paid leave will be the last two hours of the scheduled day.
- (e) No alcoholic beverages will be served or consumed during the paid leave
- (f) The Public Utility Director has the right to establish minimum staffing levels for each utility function; and can cancel the Luncheon at any time based on events beyond the City's control.

ARTICLE 12 MANAGEMENT/UNION EXCELLENCE ADVISORY COMMITTEE

12.1 The City and the Union will maintain a Management/Union Cooperation committee comprised of ten (10) members. The City's team shall consist of representatives from the City Manager's office, the Personnel Department and the Public Utilities Department. The Union shall provide five (5) members, one of whom shall be from the Supervisory Unit, to sit on its committee, at least three of which must be employees of the City. This advisory committee shall meet at least quarterly to discuss matters of concern to both management and the Union and a written summary of each meeting shall be prepared by the City. The advisory committee shall have the authority to agree upon appropriate resolution of problems brought to its attention and affecting day to day concerns of both the City and the Union. In so doing, the advisory committee shall be authorized to schedule meetings more frequently than the quarterly ones required herein in order to expeditiously respond to concerns properly before the advisory committee.

12.2 A joint management/union advisory committee will be formed to recommend a plan to eliminate drug/alcohol abuse from the work place. Such plan will include, at a minimum, components calling for testing, counseling and/or other forms of treatment and disciplinary consequences under appropriate circumstances for testing positive and for failing or refusing to take a test.

The parties reaffirm their mutual commitment to this language and to eliminating drug/alcohol abuse from the work place.

- 12.3 If a flex schedule is initiated by the City, its impact on wages, hours and working conditions will be referred to the Management/Union Advisory Committee.

ARTICLE 13 PROMOTION/RECLASSIFICATION

13.1 Promotion

Upon promotion, employees will be placed in that step in the range for the position which results in at least five percent (5) increase; except that such increase cannot extend beyond the top step of the range.

13.2 Reclassification

Upon upward reclassification, employees will be placed at that step in the range for the new classification which will result in an increase

ARTICLE 14 BARGAINING UNIT MODIFICATIONS

- 14.1 Minor modifications to bargaining units may be made provided all affected parties agree.

- 14.2 The City agrees to consider whether to create the the position of Utilities Meter Shop Supervisor.

ARTICLE 15 DEFERRED COMPENSATION

The City shall provide a deferred compensation plan for Supervisory bargaining unit employees as described in the City's Salary and Fringe Benefits Resolution. Employees may elect to have overtime contributed to deferred compensation within federally mandated limits.

ARTICLE 16 GRIEVANCE PROCEDURE

- 16.1 A grievance is an allegation by a unit member or members of the Union that he/she/they has (have) been affected by a violation, misinterpretation or misapplication of the specific written provisions of this Memorandum of Understanding, the City's salary and fringe benefit resolution or the City's written personnel policies or Public Utilities Department practices. Disciplinary action against permanent employees is also subject to this procedure.

Only Personnel evaluations which result in a denial or postponement of a pay increase are specifically included in this procedure.

Excluded from this procedure are the City's Employer-Employee Relations Resolution and administrative regulations implementing City policies unless specifically prohibited by or in contradiction of the specific written provisions of this existing Memorandum of Understanding or the City's salary and fringe benefit resolution.

16.2 Time Limits

The time limits herein are maximum time limits; however, time limits may be extended by mutual agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance. In the event the City fails to meet a time limit, such failure shall allow the grievant to proceed to the next level of the grievance procedure.

16.3 Informal Step

Except for disciplinary matters, the grievants shall first attempt orally and informally to resolve the matter with the immediate supervisor. If there is no satisfactory resolution, the grievance may proceed to Step One subject, however, to the time limits outlined therein.

16.4 Step One

No later than ten (10) working days following the act or omission giving rise to the grievance, or, no later than ten (10) working days following the date upon which the employee reasonably should have known of the act or omission, the grievant must present such grievance in writing on an appropriate form to the Director of Human Resources..

The written grievance shall contain a statement of the grievance, the specific provisions, resolutions section and/or policies allegedly violated and the specific remedies sought.

The Department Head and Director of Human Resources shall communicate a written decision to the employee within ten (10) working days after receiving the grievance.

Either party is entitled, upon request, to a meeting at this step of the grievance procedure.

16.5 Step Two

In the event the grievant is not satisfied with the decision in Step One, the grievant may appeal the decision to the City Manager or designee within ten (10) working days of receiving the Department Head's written answer or the date the answer should have been delivered.

The City Manager or designee shall communicate a written decision within ten (10) working days after receiving the appeal.

Either party is entitled, upon request, to a meeting at this step of the grievance procedure.

16.6 Step Three

If the grievant is not satisfied with the decision of the grievance at Step Two, the grievant may request that the Union submit the grievance to binding arbitration.

In all matters concerning contract interpretation or administration of the M.O.U., the Union shall have exclusive authority to determine whether a grievance shall be taken to arbitration. If the Union chooses not to proceed on a disciplinary grievance, the employee may proceed at his/her own risk and expense to take the matter to arbitration. If the Union or employee elects to proceed, it must so request in writing to the City Manager within thirty (30) working days after the Step Two decision was or should have been rendered.

In the event the parties are unable mutually to agree upon an arbitrator within ten (10) working days after referral to arbitration, they shall request a panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one remains, and said last named shall be selected as the arbitrator.

The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth his findings of fact, his reasons, conclusions and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; if the parties are unable to agree on the issue, each party shall submit a proposed statement of the issues to the arbitrator who will then determine the issue by selecting one party's statement or determine the issue by stating it prior to concluding the taking of evidence; the arbitrator shall have no jurisdiction or authority to add to, delete from, or modify the specific written provisions of the Memorandum of Understanding, City's salary and fringe benefit resolution or the City's written personnel policies.

Costs for the services of the arbitrator, including, but not limited to fees, per diem expenses, travel and subsistence expenses, a transcript, and the cost of a hearing room will be borne by the losing party. If the identity of the losing party is not clear from the award, and/or the parties disagree on who is the losing party, they may request the arbitrator to designate the losing party for purposes of this clause. In such event the arbitrator may apportion costs if appropriate in light of the award.

The parties shall share the cost of a transcript, if any. All other costs will be borne by the party incurring them.

The Grievance/Arbitration procedure is the exclusive remedy for resolving the issues contained in the grievance. While the decision of the arbitrator herein is final and binding, nothing in this agreement shall preclude the parties from seeking to confirm, vacate or correct the arbitrator's award pursuant to the California Code of Civil Procedure.

16.7 Miscellaneous

A unit member may be represented at all stages of the grievance procedure by himself/herself prior to the Arbitration Step or, at his/her option by representatives provided by the Union. In this procedure, any reference to grievant means grievant and/or his/her representative.

ARTICLE 17 NO STRIKE/NO LOCK-OUT

Both the City and the Union recognize the continuing obligation to provide electrical and water service to the City of Riverside. Accordingly, during the term of this agreement, the Union, its officers, agents, representative and/or members agree they will not cause, condone or participate in any strike, walk out, work stoppage, job action, slowdown or sickout, including compliance with a request of other labor organizations to engage in any or all of the preceding activities.

During the term of this agreement, the City agrees it will not lockout employees represented by the Union.

ARTICLE 18 WORK CLOTHING AND TOOLS

- 18.1 It was agreed that the City would provide pullover rubber boots for Electric Supervisor to be worn during inclement weather. It was further agreed that subsequent pairs of boots (replacements) will not be provided unless the worn or damaged boots are turned in.
- 18.2 Water Department employees shall be provided rubber boots.
- 18.3 Employees will be provided twelve (12) t-shirts per year.
- 18.4 The City will provide \$150 per year for a "boot allowance" for those employees required to wear "safety" or "steel toed" boots. However, it is understood that employees required to wear safety shoes/boots will wear safety shoes/boots which comply with City policy at all times while on duty.

ARTICLE 19 PERFORMANCE EVALUATIONS

It is agreed that an employee does not have to sign his/her Performance Evaluation when first presented with it. The employee may review the Evaluation if he/she so desires. A copy will be provided if requested. However, the employee must sign, or refuse to sign, within two (2) working days of the first presentation. As has always been the case, the employee may add comments to the evaluation in the space provided.

ARTICLE 20 LAYOFF AND RECALL

- (a) PURPOSE: To provide a fair and equitable basis for notifying affected employees and their bargaining representative of their rights and obligations in connection with a reduction in force for lack of work or lack of funds. This article applies in situations where the City has determined to reduce its workforce, temporarily or permanently, because of a lack of work and/or funds. The parties recognize that such circumstances may arise in a variety of situations including, but not limited to, technological changes, reorganizations, economic conditions, the elimination or reduction or modification of City services or activities or any other condition that would require a reduction in the workforce, unless otherwise specifically prohibited by the terms of the Agreement. This policy will not be used in any manner to end the employment of any individual for other than such legitimate reasons for layoff enumerated above. Accordingly, the City's decision to reduce its workforce and/or its determination that there is a lack of work or lack of funds

are exclusively within the City's discretion and are not subject to this Agreement's Grievance/Arbitration clause.

- (b) **SENIORITY:** For purposes of this contract article, except where otherwise specified in this article, seniority is defined as continuous length of service within the job classification; ties shall be broken based upon continuous service in the employee's section; then employee's division; if employees are still tied, continuous service as a City employee will be used defined as employee's first date of paid service in a probationary or permanent status within the City. For purposes of this clause, the word "continuous" means service within a job classification which is not interrupted by a break of twelve (12) months or more. In the event of such break, the length of such break shall not count toward computing seniority. Seniority for part-time employees shall be computed on a pro-rated basis with 2080 hours equaling one year's service.
- (c) **NOTICE:** The City will notify affected employees and the Union in writing at least sixty (60) calendar days prior to the effective date of a planned layoff. The City may substitute pay in lieu of notice for all or a portion of the sixty (60) days provided that the combination of pay and notice covers no fewer than sixty (60) calendar days.

The notice of layoff shall specify the reasons for the layoff and identify by name(s) and classification(s) the employee(s) designated for layoff. The notice shall all inform the affected employee of his or her bumping rights, if any, as well as recall rights.

On the day of the Layoff Notice, the Department of Human Resources shall provide the Union with a Seniority List covering the bargaining unit.

- (d) **ORDER OF LAYOFF:** Layoffs will occur by affected classifications within the department. The order of layoff within the classifications shall be determined by length of service within the classification. The employee with the shortest period of service in the classification shall be laid off first. In cases of ties, the employee with the more recent hire date into the section shall be laid off first. If still tied, continuous service in assigned division, if still tied, time in current department, if still tied, continuous time with the City (as defined in 21.B) will be used as a tiebreaker.

Layoffs shall occur within departments and within affected job classifications based on seniority and in the following order:

1. Temporary or provisional employees
2. Probationary part-time employees
3. Probationary full-time employees (except apprentices)
4. Probationary full-time employees due to promotion (apprentices, etc.) but with seniority on a full time basis prior to promotion
5. Permanent full-time employees

A regular employee who occupies a grant-funded position does not automatically lose his or her seniority rights when the grant is terminated or in the event of a

length of service reduction in force.

In cases where employees work part-time (less than 40 hours per week) shall accrue on a pro rata basis on hours worked. (i.e. 2080 total hours worked would equal one year).

- (e) **BUMPING RIGHTS:** Employees scheduled for layoff shall have the absolute right to bump into a lower or lateral classification in which the affected employee had previously acquired permanency and where an employee with lesser seniority would otherwise be retained. Once notified, the employee will have seven (7) calendar days to notify the City that he/she will exercise his/her bumping rights. In the event the employee had not performed in the lower or lateral classification within the preceding five (5) years, the City may require the employee to demonstrate continued qualifications through an applicable test or tests. This paragraph applies to classifications which may be outside the bargaining unit. Affected and eligible management and supervisory employees as well as employees outside the bargaining unit may exercise bumping rights into the bargaining unit. Subject to the provisions of the next paragraph, employees may be eligible to bump into a lower or lateral classification within the employee's current or former classification series without having served in the specific classification.

Within ninety (90) days of ratifying this agreement, Union representatives and Human Resources Representatives may agree upon classifications series within the same department or within the City which are so similar as to justify bumping from a higher classification by an employee who may not have served in such classification. Any classifications created subsequent to this agreement shall be subject to the aforementioned process.

- (f) **RECALL:** If the City decides to restore the position vacated by a laid off employee or a vacancy in the position is created which the City determines to fill, laid off employees will be recalled in order of seniority provided the vacancy occurs within twelve (12) months following the effective date of layoff for a probationary employee recall and thirty-six (36) months for a permanent employee recall.

Employees recalled within the above applicable period following the effective date of layoff shall be paid at the salary step previously held and the employee's anniversary date shall be established dating from the date of original hire minus the time between layoff and recall. Such employees will be entitled to utilize their previous seniority to compute sick leave and vacation benefits; unused sick leave, which was not otherwise used or paid for, shall be restored. Such employees will also be considered permanent employees, if permanent when laid off. Probationary employees will begin a new probationary period.

An employee notified of recall shall be notified by the Human Resources Department in writing via certified mail. The employee is responsible for notifying the Human Resources Department of his or her current address and telephone number.

An employee must notify the Human Resources Department within three (3)

working days following receipt of notice of his or her intent to return to work. The employee must be available to return to work within ten (10) working days of receipt of such notice. An employee rejecting such recall will go to the bottom of the Recall List for the first rejection and will be removed from the list upon a second rejection. Failure to respond in a timely manner to the written notice is considered a rejection.

- (g) **EFFECTS OF LAYOFF:** The City will place employees in other departments if comparable vacant positions exist for which the employee is eligible and qualified and in the event that none exist, will contact other employers in order to help employees find other jobs if possible. The City will also provide referrals for job and career counseling, training and job fairs.

The City will maintain its level of contributions to all health and welfare benefits for laid off employees for three (3) months following the effective date of the layoff or until the employee is employed elsewhere, whichever occurs first.

This Article satisfies the City's obligation to meet and confer in connection with layoffs and the effects of layoff, except as provided below.

Upon request, the City shall meet with the Union to discuss alternatives to such layoff. Such discussion will not delay implementation of the layoff unless the City agrees so.

ARTICLE 21 ORGANIZATIONAL SECURITY

Subject to Section 4, Payroll Deductions of the City's Employer-Employee Relations Resolution, upon the voluntary written authorization of bargaining unit employees, the City shall deduct and remit to the Union the Union's initiation fee and periodic dues for members of the Union.

Any unit member who is not a member of the Union, or who does not make application for membership within thirty (30) days following the effective date of this paragraph, or, for those hired after the effective date of this paragraph, within thirty (30) days from the commencement of duties, shall become a member of the Union or pay to the union a fee in an amount equal to the Union's periodic dues; provided, however, that the unit member may authorize payroll deductions for such fee in the same manner as provided in the paragraph above.

Dues withheld by the City shall be transmitted to the Union Officer designated in writing by the Union as a person authorized to receive such funds, at the address specified.

The parties agree that the obligations herein are a condition of continued employment for unit members. The parties further agree that the failure of any unit-member to remain a member in good standing of the Union or to pay the equivalent of Union dues during the term of this agreement shall constitute, generally, just and reasonable cause for termination.

The City shall not be obligated to put into effect any new, changed or discontinued deduction until a pay period commences fifteen (15) working days or more after such submission.

No unit member shall be required to join the Union or to make an agency fee payment if

the unit member is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, arrange with the Union to satisfy his/her obligation by donating the equivalent amount to a non labor, non religion charitable fund, tax exempt under section 501(c)(3) of the Internal Revenue Code, chosen by the employee.

Whenever a unit member shall be delinquent in the payment of dues or fees, the Union shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the MERO. In the event the unit member fails to cure said delinquency, the Union shall request, in writing, that the City initiate termination proceedings. The termination proceedings shall be governed by applicable state laws and are specifically excluded from the Grievance/Arbitration procedures.

The City shall not deduct money specifically earmarked for a PAC or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City and, upon request, to the employees who are members of the unit, within sixty (60) days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or principal officer, or by a certified public accountant. A copy of financial reports required under the Labor-Management Disclosure Act of 1959, or Government Code section 3546.5, shall satisfy this requirement.

This organizational security arrangement shall be null and void during the period following expiration of this Memorandum of Understanding and prior to entering into a successor agreement containing the same provision for organizational security. Additionally, this organizational security arrangement shall be null and void if rescinded by a vote of employees pursuant to Government Code section 3502.5, subdivision (b).

The Union will defend, indemnify and hold harmless the City of Riverside from any loss, liability or cause of action arising out of the operation of this article. Upon commencement of any such legal action, the Union shall have the right to decide and determine whether any claim, liability, suit or judgment made or brought against the City because of such action shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the Union shall not diminish the Union's indemnification obligations under this agreement.

The City, immediately upon receipt of notice of such legal action shall inform the Union of such actions, provide the Union with all information, documents, and assistance necessary for the Union's defense or settlement of such action and fully cooperate with the Union in providing all necessary witnesses, experts and assistance necessary for such defense.

The Union, upon compromise or settlement of such action, shall immediately pay the parties to such action all sums due under such settlement of compromise. The Union,

upon final order and judgment of a court of competent jurisdiction awarding damages to any employee of the City shall pay to such employee all sums owing under such order and judgment.

ARTICLE 22 ENTIRE AGREEMENT AND RIGHTS

It is understood and agreed that existing ordinances, resolutions and policies of the City cover matters pertaining to employer-employee relations including, but not limited to, salaries, wages, benefits, hours and other terms and conditions of employment. Therefore, it is agreed that all such ordinances, resolutions and policies, including the Employer-Employee Relations Resolution are hereby incorporated herein by this reference and made a part hereof as though set forth in full and except as provided herein shall remain in full force and effect during the term hereof. The parties hereto agree that nothing in this Memorandum of Understanding shall in any manner abridge, restrict or modify the rights and prerogatives of the City and its employees as set forth in sections 4 and 5 of Resolution # 15079, or its successor, if any.

ARTICLE 23 WAIVER

The City and the Union agree that for the term of this agreement, each party waives its rights and each party agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by the agreement; except as to meeting and conferring over the renewal or continuation of this Memorandum of Understanding at its expiration date in accordance with said Employer-Employee Relations Resolution; and except as follows: Except in an emergency, the City will not change matters within the scope of representation without first notifying the Union and providing it an opportunity to meet and confer; emergency changes shall be limited to the duration of the emergency.

ARTICLE 24 SAVINGS

It is understood and agreed that this Memorandum of Understanding is subject to all present and future applicable federal and state laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal or state laws or regulations, or otherwise held invalid or unenforceable by any tribunal of competent jurisdiction, such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

ARTICLE 25 CONTRACTING PROVISIONS

The parties agree that there will be no contracting out of bargaining unit work which directly results in the layoff of permanent bargaining unit employees. This clause expires midnight September 30, 2010 and will be of no further force or effect thereafter unless specifically agreed to in writing. This clause shall not be interpreted or applied as a limitation upon the City's right to sell, lease or license all or a substantial portion of the Public Utility Department's operations; in such event the City, upon request, will meet and confer over the impact of such sale, lease or licensing with regard to such matters as severance pay, retraining, outplacement, job counseling, etc. The City will provide the Union with contracting reports (public documents) provided to the Utility Board and with

copies of RFPs issued by the City to solicit bids for water or electric work.

ARTICLE 26 OTHER PROVISIONS








- 27.1 Drug testing – IBEW agrees to the same policy attached as Exhibit B. Test thresholds shall be the same as those set forth in the United States Department of Transportation (USDOT) regulations. Only the Human Resources Director or designee can mandate testing. All employees subject to USDOT regulations shall remain so subject. All other employees will be subject to the City policy.
- 27.2 Reopener – Other items may be subject to reopener in September 2008 by mutual agreement.
- 27.3 Wellness program – The City and Union shall explore options to create a wellness program.

ARTICLE 27 TERMS OF AGREEMENT

Upon ratification by the City Council, this Memorandum of Understanding shall be effective, except as otherwise specifically provided herein, and shall remain in full force and effect through midnight September 30, 2010. Nothing herein shall be read to prevent the parties from mutually agreeing thereafter to continue this agreement in effect on a day-to-day basis or until a successor Memorandum of Understanding is agreed upon.

Except as specifically provided and/or replaced herein the provisions of the parties' Master Memorandum of Understanding shall, along with the provisions of this tentative agreement, and subject to ratification, be incorporated into the parties' successor Master Memorandum of Understanding.


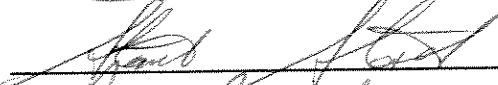


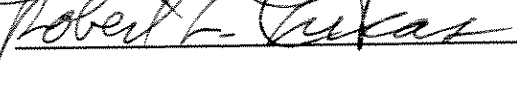


MANAGEMENT REPRESENTATIVE
CITY OF RIVERSIDE

Attest:


City Clerk

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL # 47

DATED August 28, 2007

DATED

IBEW Supervisory Market Adjustment

Attachment A

Classification	Current	% Adj	Adjusted
<u>Water</u>			
Water Supervisor	\$5,892	3.00	\$6,069
Chief Operator	\$6,710	1.30	\$6,797
Sr. Operator	\$5,917	1.00	\$5,976
<u>Electric Field</u>			
Electric Supervisor	\$7,473	10.00	\$8,220
<u>Electric Operations</u>			
SCADA Supervisor	\$7,187	3.66	\$7,450
Dispatch Supervisor	\$7,187	10.00	\$7,906
Substation Supervisor	\$7,187	10.00	\$7,906

SUBJECT: **REASONABLE SUSPICION AND POST-ACCIDENT DRUG AND ALCOHOL TESTING POLICY**

PURPOSE:

To establish a policy that provides a procedure for reasonable suspicion and post-accident drug and alcohol testing for members of IBEW Local 47.

GENERAL BACKGROUND:

The City of Riverside ("the City") recognizes that its employees are its most important resource. The City also has a "zero tolerance" approach to employee use and misuse of drugs/alcohol related to the performance of required duties. A policy for reasonable suspicion and post-accident drug and alcohol testing for all affected City employees is intended to accomplish the following objectives:

1. To provide a safe working environment for City employees;
2. To protect the safety of persons and property;
3. To provide the highest quality of public service;
4. To promote efficiency and productivity;
5. To avoid adverse effects on employee health and well-being, as well as to minimize the City's related health costs;
6. To prevent loss of public confidence in City employees and damage to the City's reputation;
7. To prevent drug-related theft and other employee misconduct;
8. To encourage employees to seek voluntary assistance to deal with alcohol and/or drug use; and,
9. To comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 702-706) and the City's Drug-Free Workplace Policy (Personnel Policy and Procedure Manual, III-5).

DEFINITIONS:

Drug abuse is defined as:

1. The excessive use or intentional misuse of lawfully obtained prescription drugs or over-the-counter drugs when such use impairs job performance, alters behavior, and/or creates a risk to the health and/or safety of the employee or others; and/or,
2. The intentional use of illegal drugs or controlled prescription drugs obtained unlawfully.

Alcohol use considered in violation of this policy is defined as:

1. Using or possessing alcohol on the job.
2. Consuming alcohol within 4 hours of reporting for regular assignment, and overtime assignment, or while on call to provide public service, in any capacity, as a City employee.
3. Having a blood-alcohol concentration of 0.02 or greater while at work.
4. Allowing alcohol to impair job performance or create a safety risk.

POLICY:

The consumption of alcohol is prohibited during a work-shift (including breaks and/or meals), during an overtime assignment, while on call, or within four hours of a scheduled shift or of being on call. The use of illegal drugs or the excessive use or intentional misuse of lawfully obtained prescription drugs is prohibited at any time.

Employees shall be tested for drugs and/or alcohol under the following conditions:

1. When there is a reasonable cause/suspicion that an employee may be impaired by the use of drugs or alcohol;
2. After a motor vehicle accident, involving either a City vehicle or a personal vehicle being used on City business, in which there is a fatality, or in which there is a citation issued to the City employee, or from which a vehicle is towed from the scene, or in which someone is medically treated away from the scene.
3. Upon an employee's return to duty after testing positive for drugs and/or alcohol;
4. Follow-up testing after it has been determined that an employee has tested positive for alcohol or drug use.

If a test shows that the employee is under the influence of drugs or alcohol, the employee may, at the City's sole discretion, be eligible for treatment or rehabilitation. A positive test result for either

drugs or alcohol will result in disciplinary action, up to and including termination. Pre-employment drug tests are subject to the Personnel Policy and Procedure I-10, Pre-Employment Medical Exams.

In addition, the following shall apply:

1. City management will evaluate the circumstances of a positive test to determine if the case merits the opportunity for rehabilitation in lieu of termination.
2. Employees who test positive for drugs and/or alcohol and who are given the opportunity for rehabilitation or who self-identify and seek rehabilitation prior to an incident that violates policy may use accrued sick leave, vacation, and other benefits while they are participating in rehabilitation programs prior to being released to return to work. Employees who have exhausted their sick leave or vacation accruals shall be eligible for a leave of absence without pay, based upon the City's Employee Assistance Program's treatment plan.
3. The City of Riverside is not responsible for the costs of medical treatment for employees who test positive for drugs and/or alcohol. Employees may use options provided under their medical coverage, if applicable.
4. The City's decision on whether to retain an employee who violates the City's Policy prohibiting drug/alcohol abuse would be commensurate with the severity of the incident, the nature of the employee's job, previous overall performance, tenure of employee, potential risk to other City employees and/or the public, mitigating circumstances and overall commitment of employee to change behavior. Should any employee request a last change agreement, the City will give reasonable consideration to any such request.

All affected employees shall be given a copy of this policy.

PROCEDURE:

<u>Responsibility</u>	<u>Action</u>
Human Resources	<ol style="list-style-type: none">1. Provides notice to employees of reasonable suspicion and post-accident drug and alcohol testing policy.2. Provides informational programs on the risks associated with drug and alcohol abuse.3. Provides drug and alcohol counseling and rehabilitation programs through employee assistance program.4. Provides Reasonable Suspicion Training

opportunities to all supervisory and management employees.

Department/Division

5. Ensures that every supervisor and manager takes training in Reasonable Suspicion for Drug and Alcohol Use no less than every two years.
6. Contacts the Department Head. If the Department Head concurs, he/she contacts Human Resources if they believe that an employee may be under the influence of drugs or alcohol.

Human Resources

7. Completes Reasonable Suspicion checklist on any employee whose demeanor or behavior leads to suspicion that he/she may be under the influence of drugs or alcohol.
8. Facilitates immediate testing for drugs and/or alcohol.
9. Takes the lead role in an appropriate disciplinary action, up to and including termination. Disciplinary action may include mandated participation in a drug/alcohol abuse assistance or rehabilitation program approved by federal, state, or local health, law enforcement, or other appropriate agency.

Employee

10. Participates in drug/alcohol abuse assistance or rehabilitation programs, if required as a condition of continued employment, utilizing medical coverage and vacation/sick leave or other approved leave of absence.

Human Resources

11. Keeps Department/Division informed relative to the status of an employee's ability to return to work.
12. Monitors an employee's satisfactory

completion of any mandated
drug/alcohol assistance or rehabilitation
program.

Attachments: Reasonable Suspicion and Post-Accident Drug and Alcohol Testing
Information For Members of IBEW Local 47

**REASONABLE SUSPICION AND POST-ACCIDENT
DRUG AND ALCOHOL TESTING INFORMATION FOR
MEMBERS OF IBEW LOCAL 47**

The requirements and information should be fully understood by all affected City employees. Questions should be referred to the Human Resources Department, (951) 826-5808, City of Riverside, 3780 Market Street, Riverside, CA 92501.

Adopted: October 12, 2006

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DRUG AND ALCOHOL POLICY

The City of Riverside has a vital interest in providing its employees with safe and healthful working conditions and in providing its citizens and visitors with high-quality municipal services that are effective, safe, and efficient. To this end, it is critical that the City strive to guarantee a workforce free of any substance or alcohol abuse. The City will not tolerate any drug or alcohol use which may affect the job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees of the City. Off-duty illegal drug use, which affects the employee's job performance, or jeopardizes workplace and public safety is, under City policy, proper cause for disciplinary action up to and including dismissal.

Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol and drugs are a danger to themselves, to other employees, and to the public. In addition, drug and alcohol abuse inflicts a terrible toll on the nation's productive resources and the health and well-being of American workers and their families. Alcohol, for instance, is a depressant which can impair judgment, reaction times, and reflexes. Though a legal drug, the possession and use on the job is prohibited and off-hours use is prohibited within 4 hours of reporting for regular assignment, an overtime assignment, or while on call to provide public service, in any capacity as a public employee.

The City is committed to establishing and maintaining a safe and healthy work environment free from the influence of alcohol and drugs and to preserving public confidence in City employees and maintaining the reputation of the City. With this objective in mind, the City has established the following Drug and Alcohol Policy with regard to the use, possession, sale, manufacture, and distribution, of alcohol or drugs.

This policy is adopted pursuant to The Drug-Free Workplace Act of 1988, as enacted by the United States Congress, which requires the establishment of drug-free workplace policies, and the reporting of certain drug-related offenses to the appropriate federal agency. Safety sensitive drivers are additionally held to the Department of Transportation guidelines for Commercial Drivers Licenses.

RESPONSIBILITIES

Employees shall receive, read, and sign for a copy of this Policy.

Managers and Supervisors will be held strictly accountable for the consistent application and enforcement of the Policy. Any Manager/Supervisor who knowingly disregards the requirements of this Policy, or who is found to deliberately misuse the Policy in regard to subordinates, shall be subject to discipline up to and including termination, in accordance with the City's disciplinary process.

DEFINITIONS USED IN THE POLICY

The following definitions shall apply for drug and alcohol testing of individuals subject to Reasonable Suspicion or Post-Accident drug/alcohol testing.

Alcohol - The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.

Breath Alcohol Technician (BAT) - A trained individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device.

Drugs/Controlled Substances - The drugs for which tests are required under this policy are amphetamines, cocaine, marijuana, opiates and phencyclidine (PCP).

Employee - Any employee of the City.

5 Panel Drug Test - Five categories of drugs established by the federal government which falls under

"controlled substances." They are amphetamines, cocaine, marijuana, opiates and phencyclidine (PCP).

Medical Review Officer (MRO) - A licensed physician certified to review and interpret all drug tests before they are reported to the Human Resource Director or designee.

Premises - Buildings, property, work areas, vehicles, parking lots and any place the employee happens to be during the course and scope of City employment.

Prescription Drugs - Any drug or medication prescribed by licensed physician for a medical condition.

Refusal to Test - Behaviors that constitute a refusal to submit to a drug and/or alcohol test include the following: refusal to take the test; inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation; tampering with or attempting to adulterate the specimen or interfere with the collection procedure; not reporting to the collection site in the time allotted; leaving the scene of an accident without valid reason before the tests have been conducted; failure to sign DOT required testing forms for urine collection; refusal to remove outer garments or leave them outside the testing area; and, refusal to empty pockets. A refusal to test will be considered a positive test and an insubordinate action by the employee, subject to appropriate disciplinary action.

Reasonable Cause/Suspicion - The employer believes that the actions, appearance, speech, body odors or conduct of an on-duty employee are indicative of the use of drugs, alcohol, or other controlled substances.

Safety Sensitive Functions - A work function that utilizes a commercial vehicle and requires the employee to have a commercial driver's license.

Safety Sensitive Personnel - Employees holding a Commercial Drivers' License and driving a commercial vehicle, on a full-time, part-time or intermittent basis.

WHO IS AFFECTED BY THIS POLICY?

All employees of the City of Riverside are subject to the terms of this policy.

TRAINING

Supervisors will receive training on reasonable suspicion (60 minutes total for signs and symptoms of drug use/misuse and for signs and symptoms of alcohol use/misuse). Refresher training will take place every two years. Training shall include the following:

Identification of the contact person, telephone number and office location for drug and alcohol related questions; the effects of drug and alcohol misuse on an individual's health, work, and personal life; the signs and symptoms of a drug and/or alcohol problem; the available methods of intervening when an alcohol problem is suspected.

TESTING

The privacy of the employee will be protected, the integrity and validity of the test process will be maintained for each employee during the testing process. Records will be maintained in confidence, pursuant to federal and state law.

Drug Testing

Employees shall not report for duty while under the influence of any legal drug which may impair the performance of his/her duties as identified by his/her job description.

The use and ingestion of illegal drugs is prohibited at all times. An employee may be tested for drugs anytime

while on duty, subject to reasonable suspicion. Drug testing is a two-stage process. First, a screening test is performed. If it is positive for one or more drugs, then a confirmation test is performed for each identified drug using gas chromatography/mass spectrometry (GC/MS) analysis. The GC/MS confirmation ensures that over-the-counter medications or preparations are not reported as positive results.

All urine specimens are analyzed only for the following drugs:

- Marijuana (THC Metabolite)
- Cocaine
- Amphetamines
- Opiates (including heroin)
- Phencyclidine (PCP)

An employee who wishes to dispute the accuracy of a positive test may request that the untested portion of the split sample be analyzed at his/her own expense.

For information on the Specimen Testing Procedure, employees should refer to page 8.

Alcohol Testing

An alcohol test may be conducted just before, during, or just after the work shift. The following acts are prohibited:

- Having an alcohol concentration of 0.02 or greater as indicated by an alcohol breath test.
- Using or possessing alcohol on the job.
- Consuming alcohol within 4 hours of reporting for regular assignment, an overtime assignment, or while on call to provide public service, in any capacity, as a City employee.
- Refusing to submit to an alcohol test.
- Using alcohol within eight (8) hours after an accident or until tested.

Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first using evidential breath testing devices (EBT) required and approved by the Federal Highway Administration (FHA). Any result less than 0.02 alcohol concentration is considered a negative test. If the alcohol concentration is 0.02 or greater, a second or confirmation test is conducted.

For information on the Testing Procedure, individuals should refer to page 10.

Consent

Before a drug and/or alcohol test is administered, employees will be requested to sign a consent form voluntarily submitting to the test. Appendix E.

Refusal to Consent

Refusal to consent to drug/alcohol testing will be considered a positive test and an insubordinate action by the

employee. An employee's failure to submit to drug and/or alcohol testing required by the City for any reason may result in disciplinary action, up to and including termination, according to City policy.

The following behaviors constitute a refusal to submit to a test: refusal to take the test (verbal refusal or physical absence), inability to provide sufficient quantities of breath or urine without a valid medical explanation, tampering with or attempting to adulterate the specimen or interfere with the collection procedure, not reporting to the collection site in the time allotted, leaving the scene of an accident without a valid reason before the tests have been conducted, refusal to remove outer garments or leave them outside the testing area, and refusal to empty pockets.

Where there is a reasonable suspicion that the employee is then under the influence of alcohol or drugs, employee shall not return to work prior to completing all requirements for return-to-duty. Human Resources shall arrange for the employee to be safely transported home after testing. An employee shall not be permitted to transport him/herself.

Reasonable Cause/Suspicion

The possession, transportation, distribution, receipt, sale, purchase or arranging for the sale, purchase or distribution of alcohol, including medicines containing alcohol (prescription or over-the-counter), is prohibited while on duty, unless, with respect to medicine, the packaging seal is unbroken.

The use, sale, distribution and/or manufacture of controlled substances is against the law. The use of prescribed drugs is not in direct violation of the policy; however, the use or prescribed use that may cause significant impairment, thus creating a safety hazard on the job, is in direct violation of this policy.

Reasonable Cause/Suspicion means that the employer/supervisor believes that the actions, appearance, speech, body odors or conduct of an on-duty employee are indicative of the use of drugs, alcohol, or other controlled substances. Indicators of the use of drugs, alcohol, or other controlled substances are identified in Appendix C of this document, Reasonable Suspicion Checklist. The City shall require an employee to be tested, upon reasonable cause, for the use of drugs and/or alcohol.

The behavior/conduct of the employee must be witnessed by a supervisor who has received training consisting of at least 1 hour for alcohol and drug use/misuse recognition. The training includes identification of actions, appearance or conduct which are indicative of the use of drugs or alcohol. The supervisor must directly observe the behavior and contact the Department Head. Reasonable cause/suspicion may not be based upon hearsay.

The documentation of the employee's behavior/conduct shall be prepared and signed by Human Resources utilizing the Reasonable Suspicion Checklist prior to testing.

Drug and/or alcohol testing may be performed only if the observations are based on observable behavior at the job site during, just before, or immediately after the work shift that the employee is required to be in compliance. An employee may be directed to undergo a reasonable cause/suspicion alcohol test just before, during, or just after the work shift.

If an alcohol test is not administered within two (2) hours following a reasonable cause/suspicion determination, Human Resources shall document the reasons for the delay. If not administered within eight (8) hours, the test shall not be conducted. Human Resources shall document the reasons.

An employee who has an alcohol concentration of 0.02 or greater must be removed from duty and must be referred to the EAP.

Once a reasonable cause/suspicion determination is made, it is the responsibility of Human Resources to assure that the employee under suspicion is evaluated, and when necessary, transported to a specimen collection site to provide a urine and/or breath sample.

Any employee tested for reasonable cause/suspicion will be denied all work-related motor vehicle driving privileges until test results are received. If test results are negative, the employee may resume regular work duties.

Post Accident

A traffic accident is defined as an incident involving a motor vehicle which results in death or serious bodily injury or in which there is a citation issued to the City employee, or from which a vehicle is towed from the scene, or in which someone is medically treated away from the scene and which occurs in the performance of his/her duties.

As soon as practicable after an accident, alcohol and drug tests shall be administered to every surviving employee who receives a moving citation or whose operation of the vehicle cannot be ruled out by the supervisor as a contributing factor.

The following will apply for all affected employees resulting from accidents, incidents or related occurrences:

1. Post accident drug and alcohol tests must be given as soon as practicable during the eight (8) hours following an accident/incident.
2. The employee must be readily available for the test or they will be deemed to have refused the test.
3. The alcohol test should be administered as soon as possible. If the test not administered within two (2) hours of the accident, then the Supervisor must prepare and maintain a record stating why they were unable to administer the test. If eight (8) hours have passed, the attempts should be discontinued. The Supervisor must prepare and maintain a record as to why they were unable to administer the test.
4. If a drug test is not administered within 32 hours following the accident, the test shall not be administered and the supervisor shall document the reasons.
5. Following an accident, the employee shall remain available for such testing, or may be deemed to have refused to submit to testing. This does not require the delay of necessary medical attention for injured people following an accident, nor prohibit the employee from leaving the scene to obtain assistance or necessary emergency medical care.
6. An employee subject to post-accident testing may not use alcohol within eight (8) hours following the accident or before an alcohol test, whichever comes first.

Return-to-Duty

Employees who violate the City's policy and are accepted into Return-to-Duty and Follow-Up status must have a negative drug and/or alcohol test. Employees who return to duty are subject to follow-up testing.

Follow-up Testing

1. All employees identified by the Employee Assistance Program (EAP) counselor as needing assistance will be subject to follow-up testing upon return-to-duty.
2. Employees will be subject to a minimum of six (6) unannounced tests over the following 12 months or as otherwise set forth in a Last Chance Agreement.
3. The EAP counselor can terminate the requirement for the follow-up testing in excess of the minimum at any time, if the EAP counselor determines that the testing is no longer necessary and is supported by

the employer.

4. Follow-up testing may include tests for other substances beyond the employee's initial positive test of alcohol and/or drug when the EAP counselor has reason to suspect other drug or alcohol use during the follow-up period.

DISCIPLINE FOR WORK-RELATED PROBLEMS

The City may impose disciplinary measures, up to and including termination, for policy violations and work-related problems, separate and apart from violations of the drug and alcohol policy even if such rule violations or work-related problems result from drug and alcohol abuse.

CONFIDENTIALITY

Confidentiality is an essential element of this policy.

1. Any employee violating confidentiality shall be subject to discipline and may also be civilly or criminally liable.
2. The results of any testing shall be used for employment purposes only. The testing laboratory is only authorized to release test results to the MRO. The MRO and the BAT are only authorized to release test results to the Human Resources Director or designee.
3. All records pertaining to drug and alcohol testing of an employee shall be contained in a separate confidential medical file that will be securely kept under the control of the Human Resources Director or designee. It shall be separate from the employee's other personnel records.
4. The employee may request and receive the results of his/her tests.
5. The City may disclose specific test results without the employee's consent only when:
 - a. All information is compelled by law or by judicial or administrative process;
 - b. The information has been placed at issue by the employee in a formal dispute between the employee and the City;
6. Any positive test results determined by a second test to be negative shall be removed from the employee's file and destroyed.

RECORD KEEPING

The Human Resources Director or designee will retain the records as follows:

RECORD	RETENTION PERIOD
Results of an employee's alcohol test which indicates an alcohol concentration level of .02 or higher	5 years

Result of an employee's drug test which is positive	5 years
Documentation of any employee who refused to submit to a required alcohol/drug test	5 years
Calibration documentation of evidentiary breath testing devices	5 years
Employee assessments and referrals by substance abuse professionals, as well as records of employee compliance with EAP recommendations, including results of return to duty and follow-up testing for drug use and alcohol misuse.	5 years
Records documenting the collection process for the alcohol and drug test and all drug and alcohol education and training records	2 years
Results of any alcohol test which is less than .02	2 years
Documentation of any negative or canceled drug test	2 years

FOLLOW-UP FOR POSITIVE TESTING

Employee Assistance Program (EAP) Services

The City supports an opportunity for treatment to be made available to affected employees. The City will provide for an EAP evaluation to assess employees with drug and/or alcohol misuse problems. The counselor will provide referrals for counseling, treatment programs, or other sources. Employees will be monitored for successful completion of counseling and treatment programs.

Each affected employee who violates this policy will be given the opportunity to be evaluated to determine whether the employee needs assistance resolving problems associated with drug and/or alcohol misuse, and, if necessary, a referral for further treatment. The City has no obligation to provide or pay for treatment. This is the responsibility of the employee.

Before returning to duty, each employee identified as needing assistance must: (1) be evaluated again by an EAP counselor to determine whether the employee has successfully complied with the treatment proscribed following the initial evaluation; (2) undergo a drug and/or alcohol test to satisfy established acceptable results for return to duty; and (3) be subject to a minimum of six (6) unannounced, follow-up drug and/or alcohol tests over the following 12 months.

PROCEDURES FOR DOCUMENTING REASONABLE SUSPICION OF DRUG AND/OR ALCOHOL USE

BACKGROUND: Reasonable cause/suspicion means that an employer believes that the actions appearance, speech, body odors, or conduct of an on duty employee are indicative of the use of drugs, alcohol or other controlled substances. The City shall require an employee to be tested upon reasonable cause for the use of drugs or alcohol.

The supervisor must use the following process to validate the reasons for considering a drug and/or alcohol test. All observed behaviors must be documented on the Reasonable Suspicion checklist. In all cases of reasonable cause/suspicion, the Human Resources Director or designee must be contacted.

1. Using the Reasonable Suspicion Checklist, Human Resources will question the employee and document information and behavior. Human Resources will complete the form and following a conversation with the employee, makes a determination as to whether or not the employee appears to

have used drugs and/or alcohol during, just before or after the work shift the employee is required to be in compliance.

2. If the employee does not appear to be under the influence of drugs, including prescription drugs, and/or alcohol, Human Resources should release the employee to perform regular work duties.
3. If Human Resources believes that the employee is under the influence of drugs and/or alcohol, the supervisor notifies the Human Resources Director or designee, who will then refer the employee to the approved drug and alcohol testing site.
4. If the employee refuses drug and/or alcohol testing, the Human Resources Director or designee refers the employee to the Employee Assistance Program.
5. If the employee consents to drug and/or alcohol testing, Human Resources personally escorts the employee to the approved drug and alcohol testing site.
6. At the collection site, the employee meets with the Collection Site Technician who will conduct the testing process.
7. Human Resources remains at the collection site and after the collection process, transports the employee back to the work site.
8. If the alcohol test is below 0.02, the employee may return to work with no corrective action.
9. Human Resources notifies the employee that, until the drug test results are completed, the employee will be on leave with pay.
10. If it is believed that the employee is impaired, Human Resources makes arrangement to have the employee taken home. If the employee refuses assistance, a witness should verify that the employee refused assistance. If the employee cannot control his/her actions and leaves without assistance, Human Resources must call the Police Department immediately to inform them of the employee's condition and refusal for assistance. The Police Department needs to be provided with the employee's name and description of the vehicle including the license number.

SPECIMEN COLLECTION PROCEDURES

Drug Testing

1. The employee arrives at the collection site.
2. If the employee does not arrive at the assigned time for testing, the Human Resources Director or Designated Management employee should be contacted for instructions.
3. The identity of the employee to be tested is verified by examining a photo identification or by verifying with the employer's representative. If the identity cannot be established, the process stops.
4. If the employee being tested requests it, the Collection Technician (CT) should present their identification as well.
5. Once the employee identification has been verified, the first portion of the chain of custody requisition should be completed.
6. The CT requests that the employee remove unnecessary outer garments, such as a coat or jacket, and relinquish any briefcase, purse, or similar item, along with the outer garments for safekeeping during the collection process. The employee may retain his or her wallet. If requested, a receipt for

personal items will be provided.

7. The CT instructs the employee to wash and dry hands his or her hands. Once this is done, the employee must remain in the presence of the CT. He or she is not to be permitted access to a fountain, faucet, soap dispenser, cleansing agent, or other materials that could be used to adulterate the urine specimen.
8. The CT provides the employee with a specimen bottle and allows him/her to provide the specimen in the privacy of a stall or other partitioned and secured area.
9. If the employee refuses to provide a specimen or otherwise fails to cooperate with the process, the Human Resources Director or designee is notified and the refusal is documented on the custody and control form.
10. The CT will note any unusual behavior on the custody and control form. If the CT suspects tampering or substitution, the CT will consult with the test site supervisor before requesting a direct observation specimen collection.
11. Upon receiving the specimen, the CT will make certain that the sample contains at least 45 milliliters of urine.
12. In the case of post-accident or reasonable suspicion testing where the employee has difficulty providing an adequate sample, the CT will request that he or she consume reasonable quantities of fluids until he or she can provide a sufficient sample or, until 3 hours have passed from the beginning of the collection process. If the 3 hours have expired without an acceptable sample, the CT will request guidance from the Medical Review Officer (MRO).
13. If a second specimen is indicated, the CT makes certain a fresh container is used. The original inadequate specimen is discarded.
14. Once an adequate sample is provided, the CT allows the individual to wash his or her hands.
15. The CT tests the specimen for temperature within four (4) minutes of urination. The acceptable range is 32 degrees - 38 degrees C (90 - 100 F).
16. The CT inspects the sample for color and any sign of contamination or tampering. Any unusual signs are noted on the custody and control form. In the case where tampering is suspected, the collector will consult with a test site supervisor before collecting a second specimen under the direct observation of a testing site person.
17. The CT keeps the specimen in view at all times prior to sealing and labeling. The specimen also remains in view of the individual. In full view of the individual, the CT transfers the collected specimen to the primary and to split specimen containers.
18. The CT inspects the collection area to ensure that specimen adulteration did not occur. Any unusual findings will be noted on the chain of custody form. If adulteration of the specimen did occur, the CT will conduct an observed collection.
19. The date of collection is written on the peel-off labels located at the side of the requisition.
20. The CT peels off one label and places it on the lid of the collection container. The remaining label is placed on the lid of the split specimen container. The donor initials each label on the containers.
21. The CT removes the "laboratory original" copy of the chain of custody requisition and places it in the outside pocket of the chain of custody bag.

22. The individual initials the chain of custody bag in the appropriate locations to document that the correct specimen is being sent to the laboratory. The CT signs and dates the same seal.
23. The CT retains the "collector copy" of the chain of custody requisition and gives the "donor copy" to the individual. The "company copy" of the chain of custody requisition will be forwarded to the Human Resources Director or designee. The MRO copy will be sent to the Medical Review Officer.
24. The sealed chain of custody bag remains in control of the CT or in a secured area within the collection site until shipment to the laboratory.
25. When the test results are received by the MRO, a thorough review of documentation, test results, and circumstances will be made before making a decision regarding an individual. A final decision will be made and communicated to the individual within three days unless there are extenuating circumstances. In all cases where alcohol or drug involvement is confirmed, the employee will be referred to the EAP.
26. If the City receives a cancelled test result when a negative result is required (e.g., pre-employment, return-to-duty, or follow-up test), another specimen will be required immediately.

Alcohol Testing

1. The employee arrives at the testing site.
2. If the employee does not arrive at the assigned time for testing, the Human Resources Director or Designated Management employee should be contacted for instructions.
3. The ID of the employee to be tested is verified by examining a photo ID or employer's representative. If the ID cannot be established the process stops.
4. If the employee being tested requests it, the Breath Alcohol Technician (BAT) should present their ID.
5. Once the employee's ID has been established, Step 1 will be completed on the U.S. Department of Transportation (DOT) Breath Alcohol Testing Form.
6. The employee will complete Step 2 on the DOT form, signing the certification. If the employee refuses to sign the certificate, it is regarded as a refusal to take the test.
7. The employee and BAT shall read the sequential test number displayed on the Evidential Breath Analyzer Test (EBT).
8. The BAT will open an individually sealed mouthpiece in view of the employee and attach it to the EBT according to instructions.
9. The employee will blow forcefully into the mouthpiece for at least 6 seconds or until the EBT indicates that an adequate amount of breath has been obtained.
10. The BAT completes Step 3 of the DOT testing form.
11. If the test results are less than 0.020 on the screening test, a copy of the form will be provided to the employee. One will be forwarded to the employer and one will be retained by the BAT.
12. If the test results are greater than 0.020, a confirmation test will be conducted as follows:

- a. The BAT will explain that a confirmation test will be conducted.
- b. The employee must stay in the room observed for a 15-minute waiting period. During this time, they may not eat, drink or put any object or substance into their mouth.
- c. The confirmation test will be conducted no less than 15 minutes after the screening test but within 30 minutes of the completion of the screening test.
- d. The confirmation test will be completed according to Steps 1-11 of this procedure.
- e. If the result of the confirmation test is different than the screening test, the confirmation test will be considered the accurate results.

Appendix A

Cut Off Levels Information

Initial Cut Off Levels

Marijuana Metabolites	50ng/ml
Cocaine Metabolites	300ng/ml
Opiate Metabolites	2000ng/ml
Phencyclidine	25ng/ml
Amphetamines	1000ng/ml

Confirmatory Cut Off Levels

Marijuana Metabolites	15ng/ml
Cocaine Metabolites	150ng/ml
Opiates	
Morphine	2000ng/ml
Codeine	2000ng/ml
Phencyclidine	25ng/ml
Amphetamines	
Amphetamine	500ng/ml
Methamphetamine	500ng/ml

Appendix B

City of Riverside

Collection Sites and Laboratory

Collection Site:

For Employees Who Do Not Use Class A or Class B Licenses in the Course of City Employment (Fire Engineers are the only Class A or Class B Drivers who are sent to this collection site):

Inland Empire Occupational Medicine
3579 Arlington Avenue
Riverside, California

Laboratory:

Pacific Toxicology Laboratories
6160 Variel Avenue
Woodland Hills, California 91367

Appendix C

Reasonable Suspicion Checklist

See following page.

Appendix D

Acknowledgment/Receipt Form

See following page.

ACKNOWLEDGMENT/RECEIPT FORM

I hereby acknowledge that I have received a copy of the City of Riverside's Drug and Alcohol Testing Policy in compliance with the Drug Free Workplace Act of 1998 (41 U.S.C. 702-706)

I have read and understand the provisions outlined in the City of Riverside's Drug and Alcohol Testing Policy and agree to comply with all of the requirements contained therein. I understand that disciplinary action may be taken if I am found in violation of the policy.

Employee Name (Print)

Employee Signature

Date

Witness

Appendix E

Consent to Drug / Alcohol Testing

See following page.

CONSENT TO DRUG/ALCOHOL TESTING

I have been requested to submit to a drug and/or alcohol test

I understand that the sample will be submitted for forensic testing to determine any drug or alcohol content. I hereby release custody of the sample to be collected for Department use, and consent to the release of the test results to the Department in connection with its criminal and/or administrative investigations.

I understand that a portion of my sample will be preserved to allow for independent testing by the laboratory of my choice, at my own expense.

I have read and understand the contents of this admonishment and consent form, and

- ☐ consent to provide a blood or urine sample.
- ☐ consent to alcohol testing.
- ☐ refuse to provide a voluntary sample of blood or urine or to voluntarily submit to an alcohol test.

Signature of Employee

Date

Printed Name of Employee

Signature of Witness

Date

Printed Name of Witness